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Attorneys for Plaintiff MARIE HILL,
12 on behalf of herself and all others similarly situated

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15

16 MARIE HILL, on behalf of herself and
17 all others similarly situated,

18 Plaintiff,

19 v.

20 RED ROBIN INTERNATIONAL, INC.
21 et al.,

22 Defendants.
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Case No.: SACV07-125 JVS(RNBx)

Assigned for All Purposes to:
The Honorable James V. Selna

**FINAL JUDGMENT AND ORDER
OF DISMISSAL WITH PREJUDICE**

Date: April 14, 2008
Time: 1:30 p.m.
Courtroom: 10C

1 The Court has received and considered the proposed Stipulation for Class
2 Action Settlement between Plaintiff and Defendant (hereinafter the “Settlement
3 Agreement”); has previously granted preliminary approval of the class settlement
4 that provided for conditional class certification; has been informed by declarations
5 that notice to the Class of the settlement has been given to the Class; has held a
6 fairness hearing at which all parties appeared by their Counsel and at which the
7 Class Members were afforded the opportunity to object to the proposed settlement;
8 has received and reviewed briefing and evidence as to why the proposed settlement
9 is fair, adequate and in the best interests of the represented class; has considered all
10 other arguments and submissions in connection with the proposed settlement.

11 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY**
12 **ORDERED, ADJUDGED AND DECREED THAT:**

13 1. The Settlement Agreement and the terms therein are fair, just,
14 reasonable and adequate as to the settling parties, including the Class, and is hereby
15 finally approved in all respects. The parties are hereby directed to perform the terms
16 of the said Settlement Agreement and to report to the Court when that performance
17 has been completed.

18 2. The Class represented herein by Plaintiff is defined as all restaurant-
19 based management employees of Defendant who were paid on other than an hourly
20 basis and who were employed by Defendant in California from December 20, 2002
21 to the date of the preliminary approval of this action on November 19, 2007 (the
22 “Class Members”) with respect to the following claims: All claims alleged in the
23 Complaint, or which reasonably could have been stated in the Complaint on behalf
24 of Class Members, for misclassification, unpaid overtime, “off the clock” wages,
25 missed meal and rest periods, and all derivative claims for penalties, interest,
26 attorney’s fees and costs arising under the applicable IWC Wage Orders during the
27 time period covered by the Lawsuit, including without limitation, any claims under
28 California’s Private Attorney General Act (the “Covered Claims”).

1 3. The unopposed application of Class Counsel for costs and attorneys’
2 fees award against Defendant is hereby granted. Defendant shall pay \$205,000 in
3 fees and litigation costs of \$7,467.13 to The Cooper Law Firm, P.C., Jose Garay,
4 APLC and The Carter Law Firm (“Class Counsel”), with the payment to be made as
5 provided for in the Settlement Agreement incorporated by reference. The Court
6 hereby also awards a class representative enhancement of \$10,000 to Marie Hill.
7 The class representative enhancement shall be paid in accordance with the terms of
8 the Settlement Agreement. The Class Administrator, Rust Consulting, Inc., shall be
9 paid in accordance with the terms of the Settlement Agreement. No other costs and
10 fees relief shall be awarded, either against Defendant or any related persons or
11 entities or from the award to the Class.


12 4. All Class Members, except those who timely opted out of the
13 settlement, are bound by the instant Final Judgment and Order of Dismissal With
14 Prejudice, and by the previously-approved Settlement Agreement. Each
15 participating Class Member is hereby deemed to have released Defendants and any
16 related parties, as defined in the Settlement Agreement, from the claims described in
17 the Settlement Agreement. Each Class Member is barred from commencing or
18 prosecuting any of the claims, either directly, representatively or in any other
19 capacity, that are released by the Settlement Agreement.

20 5. This action is hereby dismissed on the merits with prejudice. The
21 Court shall retain jurisdiction of this action. Jurisdiction shall be so retained for the
22 purpose of resolving any disputes that may arise as to the implementation of the
23 monetary relief terms of the Settlement Agreement. At such time as a report is
24 received that the monetary relief terms of the Settlement Agreement have been
25 effectuated, the Court’s jurisdiction shall be deemed terminated as a final matter for
26 all purposes.

1 THIS COURT HEREBY ORDERS THAT THIS CASE IS DISMISSED WITH
2 PREJUDICE PURSUANT TO THE TERMS OF THE SETTLEMENT
3 AGREEMENT.

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5 IT IS SO ORDERED.

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7 Dated: May 05, 2008


The Honorable James V. Selna
Judge, U.S. District Court for the Central
District Of California